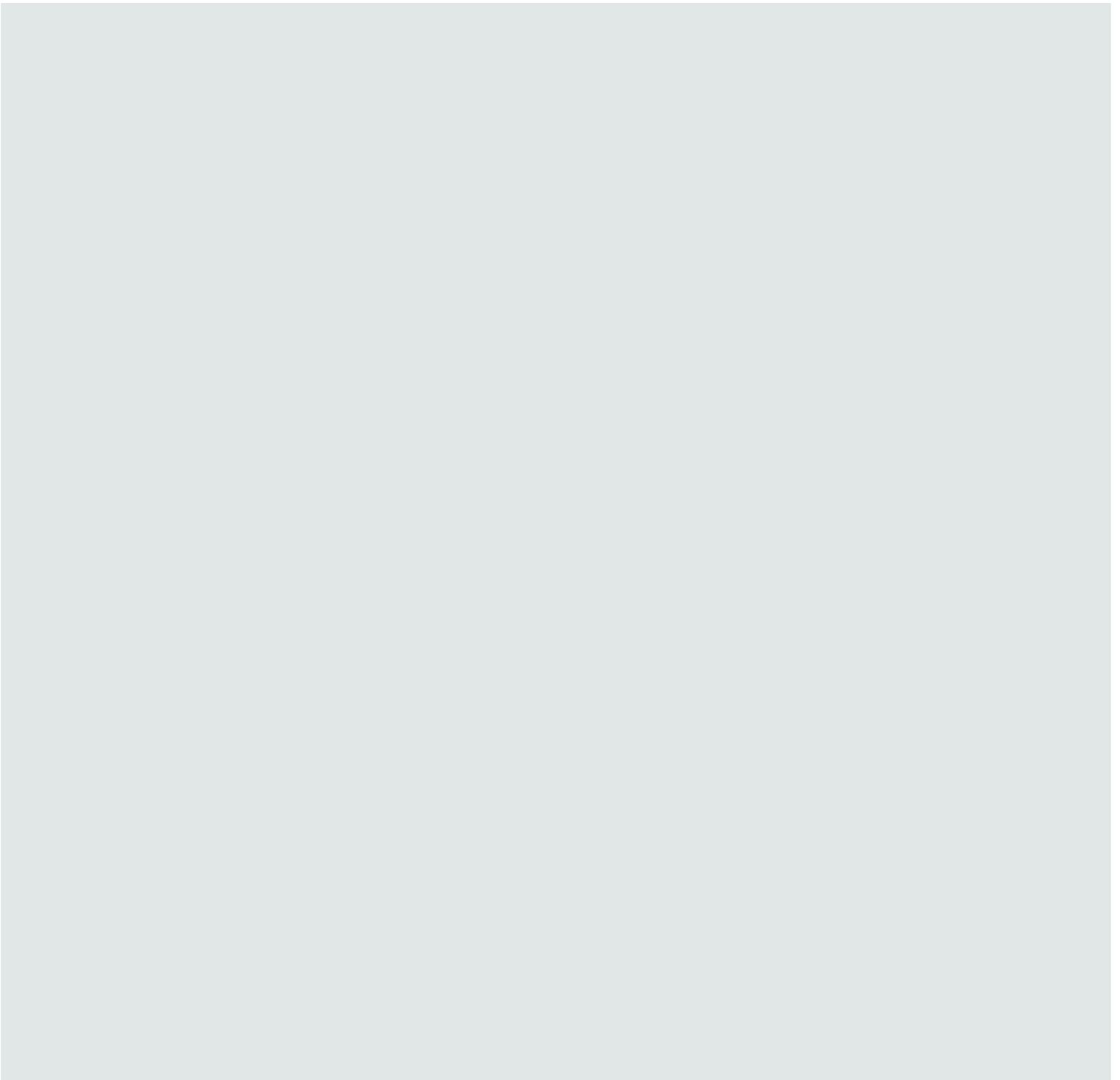


# Residents Association Directors' and Officers' Liability

Policy document



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# How we use your information

## Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

## Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

### **How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

### **How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### **How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### **Your data protection rights**

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;

- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### **What happens if you fail to provide your personal information to us**

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### **Claims history**

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

# Your Residents Association Directors' and Officers' Liability policy

This policy is a contract between **you** and **us**.

This policy and any schedule and endorsement should be read as if they are one document.

**We** will insure you during any **period of insurance** for which **we** have accepted **your** premium. **Our** liability will in no case exceed the limit of liability stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## **Law applicable to this contract**

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule and endorsement carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

# Section 1 – Definitions

Certain words in this policy have special meanings. These meanings are given below and apply where the words appear in bold.

## Circumstance

Any fact matter or occurrence that might give rise to any **claim**.

## Claim

- a) A written demand for compensation, monetary damages or non-monetary relief alleging any **wrongful act**
- b) a civil proceeding, suit or counter-claim for compensation, monetary damages or non-monetary relief commenced by the service of a claim form or similar pleading alleging any **wrongful act**
- c) a formal notice of a criminal proceeding alleging any **wrongful act**
- d) a formal notice of an arbitration proceeding alleging any **wrongful act**
- e) a formal administrative or regulatory proceeding commenced by the service on any **insured** of a notice of charges or similar document against any **insured** alleging any **wrongful act**
- f) an **investigation** of an **insured** in their insured capacity as such when an **insured** is identified in writing by any investigating authority whom a criminal, administrative or regulatory proceeding may be commenced.

Provided always that a **claim** will not include any labour or grievance arbitration or other proceeding pursuant to an employment collective bargaining or union agreement.

## Defence costs

Reasonable and necessary fees, costs, charges and expenses incurred by an **insured** with **our** prior written consent in the investigation, defence, adjustment, settlement or appeal of any **claim** made or brought against that **insured**.

Provided always that defence costs will not include **investigation costs** and will not include remuneration payable to any **insured** or **employees of you**, cost of their time or **your** costs or overheads.

## Director

Any natural person who is a past, present or future director, officer, management committee member, member of the board of managers, supervisory board member, management board member or governor of **you** elected or appointed according to law.

## Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) a labour master or labour only subcontractor or person supplied by any of them
- c) under a work experience or similar scheme
- d) hired or borrowed by **you** from another employer

and working for **you** in connection with **your** business while under the direct control or supervision of **you**.

## Employment claim

A **claim** in respect of an **employment wrongful act** which is brought and maintained by or on behalf of any past, present, future or prospective **employee of you**.

## Employment wrongful act

In relation to any actual or alleged:

- a) wrongful or unfair dismissal, discharge or termination of employment
- b) breach of any oral or implied employment contract or quasi-employment contract
- c) employment related misrepresentation
- d) violation of employment discrimination laws
- e) illegal workplace harassment including sexual harassment
- f) wrongful failure to promote
- g) wrongful discipline
- h) wrongful deprivation of a career opportunity
- i) wrongful demotion
- j) negligent evaluation
- k) negligent retention
- l) employment related invasion of privacy
- m) employment related defamation, humiliation, libel or slander
- n) failure to adopt workplace or employment practices policies and procedures
- o) illegal retaliatory treatment or victimisation of employees including retaliation in violation of whistleblower statutes
- p) employment related infliction of emotional distress in connection with a violation listed above in this definition.

## Excess

The amount stated in this policy, the schedule or any endorsement to this policy for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

### Financial loss

- a) Damages, judgements, awards or settlements in respect of any **wrongful act** that any **insured** becomes legally liable to pay
- b) **defence costs**
- c) **investigation costs**

Provided always that financial loss will not include:

- a) taxes
- b) fines or penalties imposed by law

### Insured

- a) Any **insured person**
- b) **you**

### Insured person

Any natural person who is:

- a) a **director**
- b) an officer
- c) an **employee** while acting in a managerial or supervisory capacity for **you**
- d) an **employee** who is named as a co-defendant with any **director**

Provided always that **insured persons** will not include any consultant, external auditor, or liquidator, administrator or receiver of **you**.

### Investigation

An official examination, enquiry, investigation or other proceeding into **your** affairs ordered or commissioned by a body legally empowered to investigate **your** affairs.

### Investigation costs

Reasonable costs and expenses necessarily incurred by an **insured person** with **our** written consent for representation at an **investigation** when such **insured person** has been legally required in writing to attend.

Provided always that **investigation** costs will not include:

- a) fines or penalties levied or imposed in connection with the **investigation**
- b) remuneration payable to any **insured person** or **employee** of **you**, cost of their time or **your** costs or overheads.

### Limit of liability

**Our** maximum liability for all **financial loss** arising from each single **claim** made. The limit of liability applies over and above any **excess** and includes any costs and expenses.

### Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

### Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Period of insurance

The period shown in the schedule including any extension in the period agreed by **us** and any extended reporting period provided by the policy.

### Proposal

Any information, statements or materials supplied to **us** by **you**.

### Sub-limit of liability

A limit of **our** liability under this policy which is within and forms part of and is not in addition to the **limit of liability**.

### We, us, our, ours

Zurich Insurance plc or pertaining to Zurich Insurance plc.

### Wrongful act

Any actual, alleged or attempted breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, libel, slander or defamation, employment wrongful act or any other wrongful act or omission committed or attempted by or allegedly committed or attempted by:

- a) an **insured person** whilst acting in their capacity on behalf of **you** or any matter claimed against such **insured person** solely by reason of their status as such
- b) the **insured**.

### You, your, yours, yourselves

The legal entity designated in the schedule or pertaining to the legal entity designated in the schedule.

## Section 2 – Cover

The following insurance covers are afforded for **claims** first made against an **insured person** during the **period of insurance** or during an extended reporting period and notified to **us** as required by the policy.

### Insured person

**We** will pay on behalf of any **insured person** the **financial loss** of such **insured person** in respect of any **claim** made against such **insured person** other than to the extent that such **insured person** is indemnified by **you**.

### Company reimbursement

**We** will pay on behalf of **you** the **financial loss** of an **insured person** in respect of any **claim** made against such **insured person** but only to the extent that **you** have indemnified such **insured person**.

### Employment claims

**We** will pay on behalf of any **insured person** the **financial loss** of such **insured person** in respect of any **employment claim** made against such **insured person** other than to the extent that such **insured person** is indemnified by **you**.

### Retired persons

In the event that **you** do not renew this policy and only in respect of **insured persons** who retire prior to the date of non-renewal this policy shall continue in force for a period of six years from the date of non-renewal.

Provided that:

- a) cover under this section shall only apply to **claims** arising from **wrongful acts** prior to the date of retirement of the **insured person**; and
- b) the said six years period shall run concurrently with any extended reporting period; and
- c) no similar insurance is effected elsewhere.

## Section 3 – Extensions

Subject to all the terms and conditions of this policy, cover is extended as follows:

### Bilateral extended reporting period

If this policy is not renewed by **you** or **us** **you** have the right to extend the **period of insurance** for 12 months for 50% of the annual premium stated in the schedule in respect of any **wrongful act** committed prior to the effective date of such non-renewal.

**You** must give **us** written notice of **your** intention to purchase the extended reporting period within 10 days of the effective date of non-renewal of this section.

**You** must promptly pay the relevant premium.

### Leasehold Valuation Tribunal

**We** will pay on behalf of any **insured** such **defence costs** as arise from or in connection with any application to the Leasehold Valuation Tribunal where any **insured** is named as a respondent provided that **you** notify **us** of such application pursuant to the requirements of the claims notification condition.

### Corporate liability

**We** will pay on **your** behalf **your financial loss** in respect of any **claim** made against **you** including but not limited to any **claim** in respect of criminal proceedings brought in respect of a charge or **investigation** connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007.

**Special exclusions applying solely to Corporate liability. These are in addition to the general policy exclusions**

**We** shall not be liable under this policy to make any payment for **financial loss** in respect of any **claim** made against **you** for:

- a) any breach of any contract or agreement either oral or written except to the extent **you** would have been liable in the absence of the contract or agreement. However in the event of any dispute over the existence of any contract between **you** and any other party then with **our** prior written consent **we** will provide cover for **defence costs** up to a **sub-limit of liability** of £10,000 in the aggregate
- b) any libel, slander or defamation any form of invasion of privacy, plagiarism or breach of copyright or trademark, patents, database right, registered design or design right.
- c) any breach of any regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.

### Entity employment practice cover

We will pay on your behalf your financial loss in respect of any employment claim made against you.

This extension is subject to a sub-limit of liability of £25,000 in the aggregate.

An excess of £2,500 will apply in respect of each claim under this extension. This excess will apply to all costs and expenses.

### Emergency costs

If our written consent cannot reasonably be obtained before defence costs are incurred with respect to any covered claim we will give retrospective approval for such defence costs subject to a sub-limit of liability of 10% of the limit of liability in the aggregate.

## Section 4 – Exclusions

This policy does not cover financial loss or we shall not be liable under this policy in respect of:

### Employment benefits

any claim arising from or in consequence of any violation or infringements of any responsibilities, obligations or duties imposed by statute, common law, rule or regulation in respect of employers liability, disability benefits, working time regulations, redundancy pay, benefits, unemployment benefits, social security, retirement benefits, disability benefits, health and safety or any similar law, rule or statute or portion of any law, rule or statute. Provided always that this exclusion will not apply to any allegation of retaliation or retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such statute, law, rule or regulation.

### Fraud

any claim arising from or in consequence of any recklessness, intentionally dishonest or fraudulent act or omission or any wilful violation of any statute or regulation or relevant admission committed by any insured if a judgement or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation.

### Nuclear and war risks and government or public authority order

any claim arising from or in consequence of death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
  - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
  - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

#### Prior and pending investigation

any **investigation** initiated prior to or pending at the date specified in the schedule or alleging or deriving from the same or essentially the same facts as or that has the same originating source or causes as the matters alleged in such prior or pending **investigation**.

#### Prior and pending litigation

any **claim** arising from or in consequence of litigation arbitration or other proceedings initiated prior to or pending at the date specified in the schedule of this policy or alleging or deriving from the same or essentially the same facts as or that has the same originating source or causes as the matters alleged in such prior or pending litigation.

#### Prior circumstances and claims

any **claim** arising from or in consequence of any **circumstance** that was reported under any other insurance policy prior to inception of this policy or that was disclosed on **your** latest **proposal** to **us** or if not reported or disclosed that was or ought to have been known to any **insured** prior to inception of this policy.

#### Professional services

the rendering of or the failure to render professional services for any service for which **you** have received a fee or a commission.

#### Profit or advantage

any **claim** arising from or in consequence of any **insured** having gained actual profit or advantage to which they had no legal entitlement.

#### Property damage and bodily injury

any **claim** arising from or in consequence of:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock other than mental anguish or shock in connection with an **employment claim**
- b) loss of or damage to property other than loss, damage or destruction of documents or records.

#### Territorial limits

any **financial loss** incurred resulting from **claims** made and **wrongful acts** occurring outside the UK.

#### Terrorism

any **claim** arising from or in consequence of loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system.
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above. In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon the **insured**.

## Section 5 – Claims settlement

### Defence of claim

It is the duty of an **insured** who receives a **claim** to take all reasonable steps to defend such **claim** and they will not do anything which may prejudice **our** position.

**We** will have no duty to defend any **claim** made under this policy. Provided always that for any **claim** which may be covered under this policy **we** will have the right to be provided with all such information regarding the **claim** as **we** will reasonably require and **we** will be kept fully informed regarding all matters regarding the investigation, defence or settlement of any **claim** and will have the right to receive copies of all relevant documents.

In the event of any dispute between **you** and **us** regarding whether or not to contest any **claim** then the procedure described by the Arbitration condition in this policy will apply.

**We** will be entitled to take over the defence or settlement including the appointment of legal counsel of any **claim** made under this extension. **We** may at any time pay the maximum amount payable under this extension after deduction of any sum or sums already paid or any lower amount for which any **claim** can be settled and then relinquish the conduct and control and be under no further liability in respect of the **claim** except for the payment of **defence costs** incurred prior to the date of such payment.

If in **our** view a **claim** can be compromised or settled but any **insured person** or **you** wish to further contest such **claim** **we** will not be under further liability for any amount over and above the original amount at which **we** in our view would have been able to achieve a compromise or settlement.

### Payments

**We** will pay **defence costs** covered under this policy on behalf of the **insured** as and when those **defence costs** fall due. Any **insured** with no entitlement to payment for **financial loss** under the terms and conditions of this policy must repay **us** any payments of **defence costs** on behalf of **insureds** which have been made by **us**.

### Fair allocation

If a **claim**:

- a) is made against any **insured person** or **you** and any defendant not insured under this policy
- b) includes both **financial loss** which is covered under this policy and **financial loss** together with associated **defence costs** which are not covered

**we**, the **insured person** and **you** will use all reasonable endeavours to determine a fair allocation between **financial loss** and **defence costs** which are covered and **financial loss** and **defence costs** which are not covered under this policy.

### Payments on behalf of insured persons

If **you** fail for reasons other than insolvency to indemnify the **insured person** to the fullest extent permitted or required by law in respect of **financial loss** covered under this policy **we** will pay such **financial loss** on behalf of the **insured person**. **We** will then be entitled to obtain reimbursement from **you** for all payments made by **us** that would not have been made if the indemnity had been provided by **you**.

### Written consent

**Our** written consent must be obtained before:

- a) any **defence costs** are incurred
- b) any legal representative is retained to defend any **insured person** or to take any steps in connection with any legal proceedings that may potentially be covered by this policy
- c) any offer is made or accepted
- d) any admission
- e) any **claim** is settled.

## Section 6 – Conditions

### Arbitration clause

All disputes and differences arising under or in connection with this contract shall be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable and no later than 28 days after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal may in its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

### Change in circumstances

You must notify us as soon as possible during the **period of insurance** if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the **period of insurance**. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of the Fair presentation of the risk condition but only with effect from the date of the change in circumstances or material facts.

### Claims notification

It is a condition precedent that you or the **insured person** must provide written notice to us as soon as is reasonably practicable of:

- any **claim**
- any Leasehold Valuation Tribunal application
- notice from any person or entity of an intention to make a **claim**
- any **insured person** being required to attend an **investigation**.

If you or any **insured person** as applicable becomes aware of any **circumstance** which could reasonably be expected to give rise at a later date to a **claim** then written notice to us of such **circumstance** will be deemed for the purposes of this policy to be the date on which any **claim** arising out of such **circumstance** was made and notified under this policy.

Written notice must include but is not limited to a description of the **claim, investigation** or **circumstance** as applicable the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which you or any **insured person** first became aware of the **claim, investigation** or **circumstance** as applicable.

### Claims series

Any **claim** or **investigation** whether made before, during or after the **period of insurance** or series of such **claims** or **investigations** which arise out of the same **wrongful act** or a related series of **wrongful acts** or which have the same originating cause or source or are otherwise casually connected shall constitute a single **claim** or **investigation** for the purposes of this policy.

All such **claims** and such **investigations** that constitute a single **claim** or **investigation** under this provision shall be deemed to have been made during the **period of insurance** if either the first such **claim** or first such **investigation** was first made during the **period of insurance**.

If however the first such **claim** or first such **investigation** was made prior to the **period of insurance** then all such **claims** and **investigations** shall be deemed to have been made prior to the **period of insurance** and therefore excluded from cover.

For the purpose of applying this condition an **investigation** shall be deemed to have been made when an **insured person** is first required in writing to attend such **investigation**.

### Contribution

If a **claim** under this policy is also insured by any other policy we will not pay more than our rateable proportion.

### Contracts (Rights of Third Parties) Act 1999

A person or company including an **insured person** who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew the policy provided **you** tell **us** or **your** insurance intermediary before the next renewal date **we** will not renew it.

### Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
  - i) disclose to **us** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
  - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all **claims** where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
  - ii) recover from **you** any amount **we** have already paid for any **claims** including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
  - i) if **we** would not have provided **you** with any cover **we** will have the option to:
    - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from **you** any amount **we** have already paid for any **claims** including costs or expenses **we** have incurred
  - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on **claims** which have already been paid to the extent that such **claims** would not have been payable had such additional terms been applied
  - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

### Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated **claim** under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a **claim** whether or not the **claim** is itself genuine; or
- c) makes a false statement in support of a **claim** whether or not the **claim** is itself genuine; or
- d) submits a **claim** under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine **claim** under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a **claim** under this policy

**we** will be entitled to refuse to pay the whole of the **claim** and recover any sums that **we** have already paid in respect of the **claim**.

**We** may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured person** and not on behalf of **you** this condition should be read as if it applies only to that **insured person's claim** and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

### Payment by instalments

Where **we** refer in the policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method the policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then the credit agreement and the policy will be cancelled immediately.

### **Representations**

The **proposal** will be construed as a separate proposal for coverage by each **director or officer**. No statement in the **proposal** or knowledge possessed by you will be imputed to any other **director or officer** for the purpose of determining if coverage is available. The declarations, representations and warranties in the **proposal** and knowledge possessed by any **director or officer** other than knowledge or information possessed by the director or officer actually signing the proposal form will be imputed to any other **director or officer** for determining if coverage is available with respect to **claims** against such party under this policy.

### **Sanctions**

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

### **Subrogation**

Upon payment of any **claim** **we** shall assume all rights of recovery available to any **insured person** or **you** and all reasonable assistance shall be rendered to **us** in the prosecution of such rights by such **insured person** or **you**.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## **Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis. The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF – Elemental Chlorine Free). The paper is suitable for recycling.